

1
2
3
4
5
6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9
10 OREGON MUTUAL INSURANCE
11 COMPANY,

12 Plaintiff,

13 v.

14 NANCIE BRECHER; and COOK'S
15 WORLD LLC,

16 Defendants.

17 C16-1911 TSZ

18 ORDER

19 THIS MATTER comes before the Court on plaintiff Oregon Mutual Insurance
20 Company's motion for summary judgment, docket no. 13, as to which defendants have
21 filed no response. Having reviewed the papers filed in support of the motion, the Court
22 enters the following order.

23 Discussion

19 In King County Superior Court, Margaret A. Palmquest, M.D. has sued defendant
20 Cook's World LLC, a cooking school and kitchen products retailer owned by defendant
21 Nancie Brecher, for injuries suffered when a deep fry thermometer purchased from

1 Cook's World exploded during use on February 1, 2014. See Ex. 1 to Stapley Decl.
2 (docket no. 14-1). Plaintiff agreed to defend Cook's World under a reservation of rights,
3 but seeks in this litigation a declaratory judgment that it owes no duty to defend or
4 indemnify Cook's World with respect to the underlying lawsuit. Plaintiff issued a
5 "Businessowners Protector Policy" (the "Policy") to Nancie Brecher doing business as
6 Cook's World for the period from August 11, 2013, to August 11, 2014. See Ex. 4 to
7 Stapley Decl. (docket no. 14-1). The Policy was cancelled at Brecher's request effective
8 November 1, 2013, apparently because the business had closed. See Ex. 5 to Stapley
9 Decl. (docket no. 14-1 at 123). A policy release statement signed by Brecher indicates
10 that "[n]o claims of any type will be made against the Insurance Company, its agents or
11 its representatives, under this policy for losses which occur after the date of cancellation
12 shown above." Id. The Court is satisfied that the "bodily injury" for which Cook's
13 World has been sued occurred outside the policy period and is therefore not covered. See
14 Policy at § II.A.1.b, Ex. 4 to Stapley Decl. (docket no. 14-1 at 90) (indicating that the
15 insurance at issue applies only if "[t]he 'bodily injury' . . . occurs during the policy
16 period"). Plaintiff has established the requisite absence of any genuine dispute of
17 material fact, see Fed. R. Civ. P. 56(a), and plaintiff is entitled to judgment as a matter of
18 law that it owes no duty to defend or indemnify Cook's World with respect to the claims
19 asserted by Palmquest.

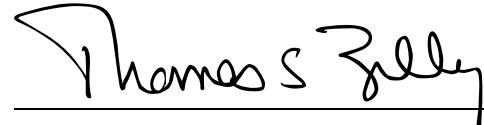
20 **Conclusion**

21 For the foregoing reasons, plaintiff Oregon Mutual Insurance Company's
22 unopposed motion for summary judgment, docket no. 13, is GRANTED. The Clerk is
23

1 DIRECTED to enter declaratory judgment in favor of plaintiff and against defendants
2 consistent with this Order and to send a copy of this Order to all counsel of record.

3 IT IS SO ORDERED.

4 Dated this 5th day of May, 2017.

5
6 
7

8
9
10 Thomas S. Zilly
11 United States District Judge
12
13
14
15
16
17
18
19
20
21
22
23